Eight Mile Style, LLC et al v. Apple Computer, Incorporated
Doc. 40 Att. 6

EXHIBIT 5

Subpoena issued to Apple Computers, Inc. in F.B.T. Productions, LLC et al. v. Aftermath Records, et al., C.D. Cal. Case No. 07-3314

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AO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the

United States District Court

Northern District of California

F.B.T. Productions, LLC, et al.

v.

Aftermath Records, et al.

SUBPOENA IN A CIVIL CASE

Case No. CV 07-3314 PSG (MANx)

Central District of California

TO: Custodian of the Records
Apple Computers, Inc.
1 Infinite Loop
Cupertino, CA 95014

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

Nogara Reporting Service 130 Battery Street, Suite 580 San Francisco, CA 94111	January 28, 2008 10:00 A.M.

See Exhibit A.

PLACE	DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Richard Busch [signature] Plaintiff	1/11/08

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Richard S. Busch, Esq.
King & Ballow
315 Union Street
1100 Union Street Plaza
Nashville, TN 37201
(615) 259-3456

SCHEDULE A

I. Definitions

A. "You" or "Apple" refers to Apple Computer Inc. its agents, representatives, attorneys, and/or any other persons acting or purporting to act on its behalf.

B. "RIAA" shall mean the Recording Industry Association of America (RIAA), its agents, representatives, attorneys, and/or any other persons acting or purporting to act on its behalf.

C. "Aftermath" refers to Aftermath Records d/b/a Aftermath Entertainment its agents, representatives, attorneys, and/or any other persons acting or purporting to act on its behalf.

D. "Interscope" refers to Interscope Records its agents, representatives, attorneys, and/or any other persons acting or purporting to act on its behalf.

E. "UMG" or "Universal" refers to UMG Recordings, Inc., its parent company, its subsidiaries, its affiliates, and any other related company, as well as their agents, representatives, attorneys, and/or any other persons or entities acting or purporting to act on their behalf.

F. "ARY" refers to ARY, Inc. its agents, representatives, attorneys, and/or any other persons acting or purporting to act on its behalf.

G. "Document," "Electronically Stored Information," and "Things" are defined to be synonymous in meaning and equal in scope to the usage of these terms in FRCP Rule 34. A draft or non-identical copy is a separate document, electronically stored information, or thing within the meaning of this term.

H. "Communication" shall mean any transmission of information by oral, graphic, written, pictorial, or other perceptible means, including, but not limited to, telephone conversations, letters, documents, memoranda, notes, telegrams, facsimile, transmissions, electronic mail, meetings, and personal conversations.

I. "And" and "or" each shall be construed either conjunctively or disjunctively as necessary to bring within the scope of these requests for production of documents, electronically stored information, and things any information or document that might otherwise be construed to be outside its scope.

J. References to the plural shall include the singular; references to the singular shall include the plural.

K. References to the feminine shall include the masculine; references to the masculine shall include the feminine.

L. All legal terms, accounting terms, and other technical terms associated with a particular industry, profession or identifiable body of knowledge shall have the meanings customarily and ordinarily associated with those terms with those terms within that industry, profession or discipline.

II. DOCUMENT, ELECTRONICALLY STORED INFORMATION, AND THINGS REQUESTS

1. Each and every document that in any way refers to, relates to, or pertains to the formation of the agreements between you and Universal, or any other record company, for the distribution of music in digital format, including but not limited to, the efforts between yourself, the RIAA, and/or any other third party to draft, structure, or characterize such agreements as reseller agreements or otherwise, and not license agreements.

2. Each and every communication between yourself and the RIAA that in any way relates to, refers to, or pertains to any efforts to draft, structure, or characterize the agreements between yourself and Universal as reseller agreements or otherwise, and not license agreements.

3. Each and every communication between yourself, Universal, and/or any other third party that in any way relates to, refers to, or pertains to any efforts to draft, structure, or characterize the agreements between yourself and Universal as reseller agreements or otherwise, and not license agreements.

4. All drafts of the document entitled "Thoughts On Music," or documents and communications related thereto, authored by Steve Jobs, and released on February 6, 2007.

5. Each and every document that identifies music as an "iTunes digital release," "iTunes release," or a release by iTunes.

6. Each and every internal document or record referencing Universal or

other record company, or other rights owner, in which such entity is characterized as a licensor.

7. Each and every agreement in which iTunes obtained the rights to release or sell an artist's music through an agreement directly with an artist, or its representatives, even if Universal or other record company also executed such agreement.

8. Each and every agreement in which iTunes obtained the rights to release or sell an artist's music through an agreement directly with the owner, publisher, or administrator of the copyright in the underling musical composition, or their representatives, even if Universal or other record company also executed such agreement, including but not limited to all mechanical licenses.

9. Each and every document referencing or relating to all downloads of the Eminem Masters, including but not limited to any financial information related thereto.